

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANN BOYNTON,

Plaintiff,

-against-

OCCUPATIONS, INC. and MUTUAL OF
OMAHA INSURANCE COMPANY,

Defendants.

"ECF CASE"

07 CV 8521 (SCR)(LMS)

ANSWER

Defendant Mutual of Omaha Insurance Company ("Mutual of Omaha"), by its attorneys, Locke & Herbert LLP, as and for its answer to the Complaint herein, respectfully alleges upon information and belief as follows:

JURISDICTION AND PARTIES

1. Admits the allegations contained in Paragraph "1" of the Complaint.
2. Admits the allegations contained in Paragraph "2" of the Complaint.
3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph "3" of the Complaint.
4. Admits the allegations contained in Paragraph "4" of the Complaint.
5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph "5" of the Complaint.
6. Admits the allegations contained in Paragraph "6" of the Complaint.
7. Admits the allegations contained in Paragraph "7" of the Complaint.
8. Admits the allegations contained in Paragraph "8" of the Complaint.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph "9" of the Complaint.

BACKGROUND

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph "10" of the Complaint.

11. Denies each and every allegation contained in Paragraph "11" of the Complaint except denies knowledge or information sufficient to form a belief as to the truth of the allegations as to plaintiff's position in or about August 2005.

12. Admits the allegations contained in Paragraph "12" of the Complaint.

13. Admits the allegations contained in Paragraph "13" of the Complaint.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph "14" of the Complaint.

15. Admits the allegations contained in Paragraph "15" of the Complaint.

16. Denies each and every allegation contained in Paragraph "16" of the Complaint.

AS AND FOR A FIRST CAUSE OF ACTION

17. Defendant Mutual of Omaha repeats and realleges each and every response to the allegations contained in paragraphs "1" through "16" of this Answer with the same force and effect as though more fully set forth herein.

18. Denies each and every allegation contained in Paragraph "18" of the Complaint.

19. Denies each and every allegation contained in Paragraph "19" of the Complaint.

20. Denies each and every allegation contained in Paragraph "20" of the Complaint.

21. Denies each and every allegation contained in Paragraph "21" of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

22. The Complaint fails to state a cause of action against defendant Mutual of Omaha for which relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

23. Defendant Mutual of Omaha repeats and realleges each and every response to the allegations contained in paragraphs "1" through "22" of this Answer with the same force and effect as though more fully set forth herein.

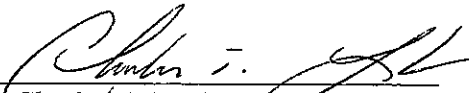
24. Defendant Mutual of Omaha has fulfilled all the terms of the policy. Consequently, Mutual of Omaha asserts accord and satisfaction as a complete and affirmative defense.

WHEREFORE, defendant Mutual of Omaha Insurance Company demands judgment against the plaintiff:

1. Dismissing the Complaint;
2. For such other and further relief as this Court may deem just and proper.

Dated: October 11, 2007
New York, New York

LOCKE & HERBERT LLP
Attorneys for Defendant
Mutual of Omaha Insurance Company

By: 
Charles T. Locke (CTL 6435)
1114 Avenue of the Americas, 40th Fl.
New York, New York 10036
(212) 935-8787

TO: Christopher P. Foley, Esq.
McCormick, Dunne & Foley
Attorneys for Plaintiff
61 Broadway, Suite 1030
New York, New York 10006

Occupations, Inc.
Defendant
15 Fortune Road West
Middletown, New York 10941